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**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE  
COUNTY OF LOS ANGELES**

DAVID A. GLAZER, an individual,  
  
Plaintiffs,  
  
vs.  
  
CHENEY ADRIENNE SHAPIRO; ET AL.  
  
Defendants.

**CASE NO. BC669741**  
Complaint Filed: July 25, 2017  
Assigned To: Hon. Richard E. Rico  
Dept.: 17

**JOINT REPORT OF PLAINTIFF AND THE  
CHENEY SHAPIRO DEFENDANTS RE OSC RE  
DISMISSAL**

**OSC INFORMATION:**  
Date: June 26, 2019  
Time: 8:30 a.m.  
Dept.: 17  
Trial Date: None set

**JOINT REPORT**

**1. Summary**

This is primarily a residential real estate failure to disclose lawsuit. Plaintiff Glazer purchased the Subject Home from the defendants collectively referred to as "Cheney Shapiro".

**2. The Settlement Is Contingent Upon Completion of a Very Difficult Rescission  
Transaction and the Parties are Doing Their Best In Good Faith To Complete the  
Rescission (Re-Purchase of the Home) and Thus Complete the Settlement and Bring  
This Lawsuit to Final Closure**

The parties have reached a *contingent settlement* that involves a *complex and difficult  
rescission* whereby defendant Cheney Shapiro is re-acquiring the Subject Home from plaintiff

David Glazer. In addition to the rescission, defendants will make cash payments to plaintiff Glazer.

The settlement is contingent upon completion of a very difficult rescission transaction between plaintiff David Glazer ("Glazer") and defendant Cheney Shapiro ("Shapiro"). If the rescission is not completed, the settlement becomes null and void and the parties are left with trial of the action. None of the parties wants this to happen, and the main protagonists, plaintiff Glazer and defendant Cheney Shapiro, are cooperating to see that the rescission transaction is completed and the lawsuit can be dismissed.

## **2. Status of the Rescission Transaction – No Presently Known Obstacle To Funding The Loan And Closing The Escrow**

A summary history of the efforts to complete the rescission transaction is below in Section 3. As of the preparation of this Joint Status Report, the parties are not aware of any impediment to funding the loan to complete the transaction and the escrow and thereby complete the settlement and dismiss this lawsuit. Every day, Shapiro and the Escrow Officer are pressing the mortgage broker to fund the loan so the escrow can close.

## **3. Summary of the Efforts to Complete the Rescission Transaction**

A summary

- **First, Shapiro's Unsuccessful Attempt to Sell the Home.** After the settlement papers were signed, defendant Cheney Shapiro tried, unsuccessfully, to sell the Home. This used up a few months of time. The attempt to sell the Home was made difficult by the timing of the sale effort - Thanksgiving and Christmas seasons, winter months.
- **Second, Shapiro's Decision to Not Sell the Home and to Live in the Home.** As it became evident that selling the Home was going to be difficult, Cheney Shapiro decided to obtain a loan to buy and live in the Home with her family.

- **Third, Shapiro’s Effort to Find a Suitable Lender for a Very Uncommon and Complex Rescission.** Given rarity and the very unusual nature of the transaction – a rescission – as well as the fact that the Home was in litigation for various problems, Cheney Shapiro had to find a non-traditional lender to loan money to buy the Home. Finding a suitable lender took additional time.
- **Fourth, Cheney Shapiro Had To Raise A Large Down Payment After A Lender Was Found.** Eventually, Cheney Shapiro found a suitable lender. The lender wanted a large down payment (approximately \$150,000). Cheney Shapiro did not have readily available funds, so she had to raise the money for the down payment.
- **Fifth, Cheney Shapiro Had To Sell A Property To Obtain The Down Payment.** To raise money for a down payment, Shapiro had to sell one of her properties. The first buyer of the property put up for sale fell out of escrow, and another buyer had to be found. Eventually, another buyer was found, financing was obtained, the property was sold and Cheney Shapiro had the approximately \$150,000 for the down payment.
- **Sixth, Shapiro’s Rescission Lender Slow To Request Appraisal Of The Home.** For reasons known only by the lender, presumably a complicated due diligence process, a backlog of loan processings, and a backlog of appraisal requests, the lender took much longer than expected to come to a point where an appraisal of the Home was in order.
- **Seventh, May and June, 2019 – All Escrow Documents Have Been Prepared and Signed.** As the rescission loan processing finally started progressing toward completion, escrow papers were prepared and the parties have signed all escrow documents and provided all escrow information requested.

- **Eighth, May 23, 2019 – The Home Was Appraised.** Finally, on May 23, 2019, the Home was appraised. At this point, the parties believe that all that was needed was the lender’s approval of the appraisal.
- **Ninth, Approximately 1<sup>st</sup> Week Of June, 2019, Lender Approved The Appraisal.** For unknown reasons, the lender took a little more than two weeks to approve the appraisal.
- **Tenth, Based upon the Foregoing, the Parties in Good Faith Assumed That Escrow Would Close the First Week Of June, 2019, and Glazer was Scheduled To Move Out Of The Home On June 8, 2019.** Once the appraisal was approved, the parties believed there was nothing else to do except fund the loan and close the escrow. Thus, the escrow was expected to close the first week of June, 2019, and plaintiff David Glazer was scheduled to move out of the Home on Saturday, June 8, 2019.
- **Eleventh, in the Second Week of June, 2019, at the Eleventh Hour the Lender Requested More Documents and Clarification of Some Information Provided by Shapiro. Cheney Shapiro Promptly Provided to the Lender all Documents and Information Requested.** To everyone’s surprise, the lender did not fund the loan as expected and instead, during the second week of June, 2019, requested some additional documents and clarifications from Cheney Shapiro. Cheney Shapiro promptly provided the requested documents and information on approximately June 13 and 14, 2019.
- **Twelfth, Nothing Appears to be in the Way of Funding the Loan and Completing the Escrow.** Cheney Shapiro’s mortgage broker has informed Ms. Shapiro that the lender has not requested more information, and there does not appear to be anything from preventing the loan from closing.

1       **4. PRESENT STATUS: NO KNOWN OBSTACLE TO FUNDING THE PURCHASE LOAN.** As  
2       noted above, as of the writing of this report to the Court, the lender has not requested  
3       any more documents or information, and the loan appears to be ready to fund. Cheney  
4       Shapiro, her mortgage broker, and the escrow officer are collectively pressuring the  
5       lender to fund the loan so the escrow can close, the lawsuit can be dismissed, and  
6       everyone can move on with their lives.

7  
8       **5. THE PARTIES, IN GOOD FAITH, REQUEST A FURTHER CONTINUANCE OF THE OSC**  
9       **HEARING RE SETTLEMENT.**

10       As discussed above, the parties have been working diligently and in good faith to  
11       complete a very difficult transaction, fund the loan, close the escrow, complete the settlement,  
12       and dismiss this lawsuit. Thus, the parties request another continuance of the OSC to late July,  
13       2019.

14       All parties desire to complete the rescission and avoid a prolonged trial of this action,  
15       and the additional time requested will provide the rescission escrow to be completed and the  
16       thus settlement concluded.

17                               Respectfully Submitted

18                               HARTMANN & KANANEN

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20  
21                               \_\_\_\_\_  
22                               Ronald A. Hartmann, Esq.  
23                               Attorneys for plaintiff David A. Glazer

24                               RICHARDSON | OBER, P.C.

25                                 
26                               \_\_\_\_\_  
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**PROOF OF SERVICE**  
**Glazer v Shaprio, et al.**  
**Los Angeles County Sup. Ct. Case No. BC669741**

I am employed in Los Angeles County, State of California. I am over the age of eighteen years and not a party to the within action. My business address is the law firm of Hartmann & Kananen, 5743 Corsa Ave., Suite 119, Westlake Village, California 91362. My electronic notification address is constructiondefects@sbcglobal.net.

On June 21, 2019, I served the document(s) described as:

**JOINT REPORT OF PLAINTIFF AND THE CHENEY SHAPIRO DEFENDANTS RE OSC RE DISMISSAL**

☐ on all the interested parties in this action, by placing: ☐ the original ☐ true copies thereof enclosed in sealed envelopes, addressed as follows, which addresses are the addresses last given by the respective addressees on any document filed in the above case and served on the Hartmann & Kananen:

**SEE ATTACHED LIST**

☐ **BY MAIL:** On the date set forth below I deposited such envelope(s), in a mailbox regularly maintained by the U.S. Postal Service in Westlake Village, California. The envelope(s) was/were deposited with postage thereon fully prepaid.

☒ **BY E-MAIL:** On the date indicated below, I caused the above described document to be sent to counsel on the attached list via e-mail to the e-mail addresses on the attached list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Signed this 21<sup>st</sup> day of June, 2018, at Westlake Village, California.



Ronald A. Hartmann

**Service List: Glazer v Shapiro, et al., LASC Case Number BC669741**

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